

**BEFORE THE HARYANA REAL ESTATE REGULATORY  
AUTHORITY, GURUGRAM**

Complaint no. : 2464 of 2023  
Complaint filed on : 09.06.2023  
Order Reserved On: 07.02.2025  
Order Pronounced On: 04.04.2025

M/s Dynamic Buildmart Private Limited  
Regd. Office: A-13/2, DLF City, Gurgaon, Haryana-  
121010

**Complainant**

**Versus**

M/s Ansal Housing Limited  
Regd. Office at: - 606, 6<sup>th</sup> floor, Inder Prakash 21  
Barakhamba Road, New Delhi-110001

**Respondent**

**CORAM:**  
Shri Arun Kumar

**Chairman**

**APPEARANCE:**  
Ms. Deepti Baghel (Advocate)  
Sh. Amandeep Kadyan  
(Advocate)

**Complainant  
Respondent**

**ORDER**

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions to the allottee as per the agreement for sale executed *inter se* them.

### A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	"Ansal Heights 86", Sector 86, Gurugram.
2.	Total area of the project	12.843 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no.	48 of 2011 dated 29.05.2011 valid upto 28.05.2017
5.	Name of licensee	Resolve Estate Pvt. Ltd.
6.	Registered/not registered	Not registered
7.	Unit no.	K-0302 [pg. 24 of complaint]
8.	Area of the unit	2990 sq. ft. [pg. 24 of complaint]
9.	Date of execution of buyer's agreement with original allottee	24.04.2014 (Page 21 of complaint)
10.	Endorsement in favour of complainant	17.12.2021 (page 41 of complaint)
11.	Possession clause	<b>31.</b> <i>The developer shall offer possession of the unit any time, within a period of 42 months from the date of execution of the agreement or within 42 months</i>

		<p><i>from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all dues by buyer and subject to force majeure circumstances as described in clause 32. Further, there shall be a grace period of 6 months allowed to the developer over and above the period of 42 months as above in offering the possession of the unit."</i></p> <p><i>(Emphasis supplied)</i></p> <p>[page 29 of complaint]</p>
12.	Date of start of construction	Not available
13.	Due date of possession	<p>24.04.2018</p> <p>(Note: 42 months from date of execution of agreement + 6 months grace period allowed being unqualified)</p>
14.	Basic sale consideration as alleged by complainant at page 37 of complaint	₹ 1,28,42,050/-
15.	Total amount paid by the complainant at page 15 of complaint	₹ 1,01,00,000/-
16.	Legal notice for refund by complainant	<p>29.11.2022</p> <p>(page no. 45 of complaint)</p>
17.	Occupation certificate	Not obtained
18.	Offer of possession	Not offered

## B. Facts of the complaint

3. The complainant has made the following submissions: -

- I. That the complainant is a duly incorporated company under the Companies Act, 1956 having its registered office at A-13/2, DLF City, Gurgaon, Haryana. The complainant had purchased an apartment bearing unit no. K-302, admeasuring 2990 sq. ft. in the housing and residential project that was being constructed and developed by the respondent by the name of "Ansal Heights, 86", located at Sector 86, Gurugram, Haryana-122505.
- II. That the apartment was initially purchased by one M/s Ekta Industrial Products Private Limited and thereafter purchased by the complainant from the original allottee, which has been duly endorsed and acknowledged by the said M/s Ansal Housing Ltd.
- III. That on 24.04.2014, a buyer agreement in relation to subject apartment was executed between the original allottee and respondent. As per the terms of the agreement, the apartment was sold for Rs. 1,18,10,500/- out of which a sum of Rs. 1,01,00,000/- was paid to respondent. As per terms of agreement, the respondent was to provide possession within 42 months with grace period of 6 months i.e. by 24.04.2018.
- IV. That thereafter, on 15.03.2019, the complainant purchased the subject apartment from the original allottee. Since the purchase of the apartment, complainant has been enquiring about the status of the said project. However, the respondent on all occasion failed to provide any satisfactory response. The respondent on or the other pretext avoided all request of the complainant. The respondent vide letter dated 17.12.2021, confirmed the transfer of the subject apartment in favour of the complainant.

- V. That as per clause 31 of the agreement, respondent was to hand over possession of the apartment within 42 months from the date of the execution of the agreement, i.e. on or before 24.10.2017, however, the respondent has failed to do the same. Further, even taking into account the grace period of 6 months, as provided under the agreement, respondent was obligated to hand over possession by April 2018, which it has also failed to do so.
- VI. That till date the complainant has made a total payment of Rs.1,01,00,000/-, towards purchase of the subject apartment, being more than 85% of the total sale consideration. Further, there has been no default whatsoever, on part of the complainant herein in making payment towards the purchase of the subject apartment. Despite that, the respondent till date has neither handed over the possession of the subject apartment to the complainant nor completed the construction of the said project.
- VII. That the complainant issued a legal notice dated 29.11.2022 to the respondent seeking refund of the amount paid towards booking of the subject apartment along with interest @18% amounting to total sum of Rs.2,60,79,368/- as on 28.11.2022. However, the respondent did not respond to the said legal notice.
- VIII. That till date, the respondent has neither responded to the legal notice nor refunded the amount paid by the complainant. Hence, the complainant does not wish to continue with the said project and seeking refund of the amount paid to the respondent along with the interest @18% p.a. from the date of acknowledgment of payment till actual date of realization.

**C. Relief sought by the complainant:**

4. The complainant has sought following relief(s):

- I. Direct the respondent to refund the entire amount of Rs. 1,01,00,000/- paid by the complainant for the said unit.
- II. Direct the respondent to pay Rs. 2,69,60,082/- on account of interest on Rs. 1,01,00,000/- @18% p.a. from 20.02.2014 to 31.05.2023.
- III. Direct the respondent to pay interest @18% p.a. from 31.05.2023 till date of realization.

**D. Reply by the respondent**

5. The respondent has contested the complaint on the following grounds:

- I. That the complainant had approached the respondent for booking of a flat no. K-0902 in an upcoming project Ansal Heights, sector 86, Gurugram. Upon the satisfaction of the complainant regarding inspection of the site, title, location plans, etc. an agreement to sell dated 24.04.2014 was signed between the parties.
- II. That the current dispute cannot be governed by the RERA Act, 2016 because of the fact that the booking was made between the complainant and the answering respondent was in the year 2014. The regulations at the concerned time period would regulate the project and not a subsequent legislation i.e. RERA Act, 2016.
- III. That the complaint specifically admits to not paying necessary dues or the full payment as agreed upon under the builder buyer agreement. The complainant cannot be allowed to take advantage of his own wrong.
- IV. That the complainant has admittedly filed the complaint in the year 2023 and the cause of action accrue on 07.09.2016 as per the

complaint itself. Therefore, the complaint cannot be filed before the HRERA Gurugram as the same is barred by limitation.

- V. That BBA provides for a penalty in the event of a delay in giving possession. The clause 37 of the said agreement provides for Rs.5/- sq. ft per month on super area for any delay in offering possession of the unit as mentioned in clause 31 of the agreement.
- VI. That the complaint itself discloses that the said project does not have a RERA approval and is not registered. The respondent had in due course of time obtained all necessary approvals from the concerned authorities. The permit for environmental clearances for proposed group housing project for Sector 103, Gurugram, Haryana on 20.02.2015. Similarly, the approval for digging foundation and basement was obtained and sanctions from the department of mines and geology were obtained in 2012. Thus, the respondent has in a timely and prompt manner ensured that the requisite compliances be obtained and cannot be faulted on giving delayed possession to the complainant.
- VII. That the respondent has adequately explained the delay. The delay has been occasioned on account of things beyond the control of the respondent. The builder buyer agreement provides for such eventualities and the cause for delay is completely covered in the said clause. The respondent ought to have complied with the orders of the Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No. 20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012. The said orders banned the extraction of water which is the backbone of the construction process. Similarly, the complaint itself reveals that the correspondence from the answering respondent specifies force

majeure, demonetization and the orders of the Hon' ble NGT prohibiting construction in and around Delhi and the COVID -19 pandemic among others as the causes which contributed to the stalling of the project at crucial junctures for considerable spells.

6. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

**E. Jurisdiction of the authority**

7. The contention of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I Territorial jurisdiction**

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

**E.II Subject matter jurisdiction**

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

**Section 11**

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

**Section 34-Functions of the Authority:**

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

10. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.
11. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in *Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (Supra)* and reiterated in case of *M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022* wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19,

*the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."*

12. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

**F. Findings on the objections raised by respondent.**

**F. I Objection regarding jurisdiction of the complaint w.r.t the agreement executed prior to coming into force of the Act.**

13. The respondent submitted that the complaint is neither maintainable nor tenable and is liable to be outrightly dismissed as the agreement was executed between the parties in the year 2014 i.e., prior to the enactment of the Act and the provision of the said Act cannot be applied retrospectively.
14. The authority is of the view that the provisions of the Act are quasi retroactive to some extent in operation and would be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. The Act nowhere provides, nor can be so construed, that all previous agreements would be re-written after coming into force of the Act. Therefore, the provisions of the Act, rules and agreement have to be read and interpreted harmoniously. However, if the Act has provided for dealing with certain specific provisions/situation in a specific/particular manner, then that situation would be dealt with in accordance with the

Act and the rules after the date of coming into force of the Act and the rules. The numerous provisions of the Act save the provisions of the agreements made between the buyers and sellers. The said contention has been upheld in the landmark judgment of ***Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and others. (W.P 2737 of 2017) decided on 06.12.2017*** which provides as under:

"119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter..."

122. We have already discussed that above stated provisions of the RERA are not retrospective in nature. They may to some extent be having a retroactive or quasi retroactive effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having retrospective or retroactive effect. A law can be even framed to affect subsisting / existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the Standing Committee and Select Committee, which submitted its detailed reports."

15. Further, in appeal no. 173 of 2019 titled as ***Magic Eye Developer Pvt. Ltd. Vs. Ishwer Singh Dahiya***, in order dated 17.12.2019 the Haryana Real Estate Appellate Tribunal has observed-

"34. Thus, keeping in view our aforesaid discussion, we are of the considered opinion that the provisions of the Act are quasi retroactive to some extent in operation and will be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. Hence in case of delay in the offer/delivery of possession as per the terms and conditions of the agreement for sale the allottee shall be entitled to the interest/delayed possession charges on the reasonable rate of interest as provided in Rule 15 of the rules and

*one sided, unfair and unreasonable rate of compensation mentioned in the agreement for sale is liable to be ignored."*

16. The agreements are sacrosanct save and except for the provisions which have been abrogated by the Act itself. Further, it is noted that the builder-buyer agreements have been executed in the manner that there is no scope left to the allottee to negotiate any of the clauses contained therein. Therefore, the authority is of the view that the charges payable under various heads shall be payable as per the agreed terms and conditions of the agreement subject to the condition that the same are in accordance with the plans/permissions approved by the respective departments/competent authorities and are not in contravention of any other Act, rules and regulations made thereunder and are not unreasonable or exorbitant in nature. Hence, in the light of above-mentioned reasons, the contention of the respondent w.r.t. jurisdiction stands rejected.

#### **F.II Objection regarding force majeure conditions:**

17. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No. 20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012, lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and demonetization. In the present the complaint the buyer's agreement was executed between the parties on 24.04.2014. As per the possession clause the possession of the booked unit was to be delivered by 24.04.2018. The events such as various orders by Punjab and Haryana High Court and demonetization were for a shorter duration of time and were not continuous as there

is a delay of more than eight years. Even today no occupation certificate has been received by the respondent. Therefore, said plea of the respondent is null and void. As far as delay in construction due to outbreak of Covid-19 is concerned, the lockdown came into effect on 23.03.2020 whereas the due date of handing over of possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, the authority is of the view that outbreak of a pandemic cannot be used as an excuse for non- performance of a contract for which the deadlines were much before the outbreak itself and for the said reason, the said time period is not excluded while calculating the delay in handing over possession.

**G. Findings on the relief sought by the complainant**

- I. Direct the respondent to refund the entire amount of Rs. 1,01,00,000/- paid by the complainant for the said unit.
  - II. Direct the respondent to pay Rs. 2,69,60,082/- on account of interest on Rs. 1,01,00,000/- @18% p.a. from 20.02.2014 to 31.05.2023.
  - III. Direct the respondent to pay interest @18% p.a. from 31.05.2023 till date of realization.
18. The above mentioned relief no. G I and GII are interrelated to each other. Accordingly, the same are being taken up together for adjudication.
19. The originally allottee namely, M/s Ekta Industrial Products Private Limited booked a unit in the project of the respondent "Ansal Heights, 86," located at Sector 86, Gurugram, Haryana-122505. They were allotted a unit bearing no. K-302, admeasuring 2990 sq. ft. and the buyer's agreement for the said unit was executed between the respondent and original allottee on 24.04.2014. The total sale

- consideration of the unit was Rs. 1,28,42,050/-. The said unit was further transferred by the original allottee in favour of complainant i.e., Dynamic Buildmart Private Limited and was duly acknowledged and endorsed by the respondent vide endorsement letter dated 17.12.2021. As per clause 31 of the agreement, the respondent was required to hand over possession within 42 months from the date of execution of the agreement, with a grace period of 6 months, i.e., on or before 24.04.2018. The complainant had continuously inquired about the possession status. However, the respondent has failed to provide any satisfactory response.
20. In the present complaint, the complainant intends to withdraw from the project and is seeking return of the amount paid by him in respect of subject unit along with interest at the prescribed rate as provided under section 18(1) of the Act. Sec. 18(1) of the Act is reproduced below for ready reference.

***"Section 18: - Return of amount and compensation***

***18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building.-***

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or***
- (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,***

***he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:***

***Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."***

***(Emphasis supplied)***

21. Clause 31 of the buyer agreement dated 24.04.2014 provides for handing over of possession and is reproduced below:

*The developer shall offer possession of the unit any time, within a period of 42 months from the date of execution of the agreement or within 42 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all dues by buyer and subject to force majeure circumstances as described in clause 32. Further, there shall be a grace period of 6 months allowed to the developer over and above the period of 42 months as above in offering the possession of the unit."*

22. **Due date of handing over possession and admissibility of grace period:** As per clause 31 of the buyer agreement, the possession of the allotted unit was supposed to be offered within a stipulated timeframe of 42 months from the date of execution of agreement or date of obtaining all the required sanctions and approvals necessary for commencement of construction, whichever is later. Including further grace period of 6 months. The date of construction is not available on records so, the due date of possession is calculated from the date of agreement which comes out to be 24.04.2018 including grace period of 6 months as it is unqualified.
23. **Admissibility of refund along with prescribed rate of interest:** The complainant intends to withdraw from the project and is seeking refund of the amount paid by them in respect of the subject unit with interest at prescribed rate as provided under rule 15 of the rules. Rule 15 has been reproduced as under:

**Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]**

- (1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

*Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.*

24. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
25. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 04.04.2025 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.
26. On consideration of documents available on record as well as submissions made by the parties, the authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 31 of the buyer agreement executed between the parties on 24.04.2014, the due date of possession of the subject unit comes out to be 24.04.2018 including the grace period as allowed being unqualified. The authority observes that even after a passage of more than 6 years till date neither the construction is complete nor the offer of possession of the allotted unit has been made to the allottees by the respondent/promoter.
27. Keeping in view the fact that the complainant/allottees wish to withdraw from the project and demanding return of the amount received by the promoter in respect of the unit in question with interest on failure of the promoter to complete or inability to give possession of the unit in accordance with the terms of agreement or duly completed by the date specified therein. The matter is covered under section 18(1) of the Act of 2016.

28. Moreover, the occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent /promoter. The authority is of the view that the allottees cannot be expected to wait endlessly for taking possession of the allotted unit and for which they have paid a considerable amount towards the sale consideration and as observed by Hon'ble Supreme Court of India in ***Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021***

*".... The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottees cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project....."*

29. Further in the judgement of the Hon'ble Supreme Court of India in the cases of ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022 (1) RCR (Civil), 357*** reiterated in case of ***M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022*** it was observed that:

*25. The unqualified right of the allottee to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."*

30. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and

regulations made thereunder or to the allottees as per agreement for sale under section 11(4)(a). The promoter has failed to complete or unable to give possession of the unit in accordance with the terms of agreement for sell or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottees, as the allottees wish to withdraw from the project, without prejudice to any other remedy available, to return the amount received by it in respect of the unit with interest at such rate as may be prescribed.

31. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled to refund of the entire amount paid by them at the prescribed rate of interest i.e., @11.10% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

#### **H. Directions of the authority**

32. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- The respondent/promoter is directed to refund the amount i.e., Rs. 1,01,00,000/- received by it from the complainant along with interest at the rate of 11.10% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules,



2017 from the date of each payment till the actual date of refund of the deposited amount.

- ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

33. Complaint stands disposed of.

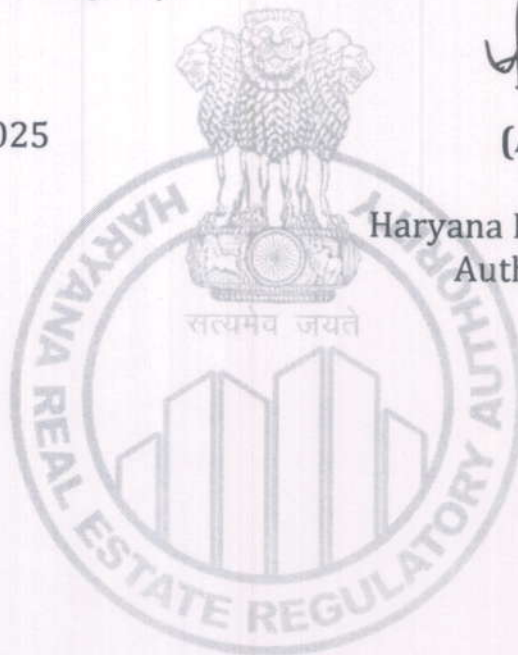
34. File be consigned to registry.

Dated: 04.04.2025

**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory  
Authority, Gurugram



**HARERA**  
**GURUGRAM**